v. *Templeton*, 185 U. S. 487. So that to those coming within the qualifications, the privilege of voting is ultimately secured by the Constitution, and within the protecting power of Congress. *Ex parte Yarbrough*, *supra;* see *Wiley* v. *Sinkler*, 179 U. S. 58. The well-considered opinion in the principal case would therefore seem clearly correct.

CONTRACTS — DEFENSES: FRAUD — MISSTATEMENT OF PRINCIPAL'S MINIMUM SELLING PRICE BY AGENT AUTHORIZED TO RETAIN WHOLE SURPLUS. — A broker, authorized to sell certain land at $12,000 or any higher price and retain the whole surplus, stated to the buyer that the land could not be bought for less than $12,500. Later, under pretence of having seen the owner at the defendant's request, he declared that the owner would take no smaller sum. He now sues on a check for $500 given by the buyer to complete payment for the land at that price and the buyer pleads fraud. *Held*, that the broker may recover. *Aronowitz* v. *Woollard*, 152 N. Y. Supp. 11 (App. Div.).

Courts have gone far to justify seller's talk as immaterial, or expressing opinion only, and to hold the buyer to a standard of care. *Page* v. *Parker*, 43 N. H. 363; *Mooney* v. *Miller*, 102 Mass. 217; *Graffenstein* v. *Epstein & Co.*, 23 Kan. 443. See 2 KENT, COM. 486. The overworking of these methods of approaching the problem has been criticised. See 8 HARV. L. REV. 63; 15 *id.* 576; 25 *id.* 472. But the misstatement by the seller of the lowest price he will accept furnishes an instance where "seller's talk" must be permitted although the statement is one of material fact and the buyer may not be negligent, because the inherent nature of a bargain would render any other rule highly unreasonable and impracticable. And there is much reason to extend this exemption to the agent, especially where, as in the principal case, he is the only party interested in keeping up the price. *Ripy* v. *Cronan*, 131 Ky. 631, 115 S. W. 791; *McLennan* v. *Investment Exchange Co.*, 170 Mo. App. 389, 156 S. W. 730; *cf. Merryman* v. *David*, 31 Ill. 404. *Contra*, *Hokanson* v. *Oatman*, 165 Mich. 512, 131 N. W. 111. In the principal case, as the agent has gone further and has led the buyer to believe that the seller had been given an opportunity to reconsider, it is possible that he has exceeded his privilege and that his recovery should accordingly be defeated on account of fraud. *Kice* v. *Porter*, 22 Ky. L. Rep. 1704, 61 S. W. 266. But it seems proper to allow the buyer to reap no benefit from his meddlesome questions which would unfairly prejudice the plaintiff's bargain if truthfully answered or ignored.

CORPORATIONS — DISTINCTION BETWEEN CORPORATION AND ITS MEMBERS — DISREGARDING THE CORPORATE FICTION. — The defendant by fraud obtained patents to certain lands. In order to keep the title concealed until after the statutory period for setting aside these patents had elapsed, he organized a corporation to which he conveyed the lands, but failed to record the conveyance. Suit to annul the patents was brought against him within the statutory period; but the corporation was not joined until after the statutory period had elapsed. *Held*, that the patents may be annulled. *Linn & Lane Timber Co.* v. *United States*, 236 U. S. 574.

Where a new party is brought into a suit, the Statute of Limitations continues to run as to him until actually made a party. *Shaw* v. *Cock*, 78 N. Y. 194; *Miller* v. *M'Intyre*, 6 Pet. (U. S.) 61. But the court in the principal case declares that since the corporation was the mere tool of the defendant, it will not be treated as a new party. It is generally said that the courts will disregard the fiction of a separate corporate entity whenever this becomes necessary to the attainment of justice. 3 COOK, CORPORATIONS, 7 ed., §§ 663, 664; 2 MORAWETZ, PRIVATE CORPORATIONS, § 227. Such broad statements have led to much loose thinking. In nearly all the cases, moreover, the desired